

DONNA L. SOTO, ADMINISTRATRIX	)	SUPERIOR COURT
OF THE ESTATE OF VICTORIA L.	)	
SOTO, DECEASED, ET AL.	)	J.D. OF FAIRFIELD/BRIDGEPORT
	)	@ BRIDGEPORT
v.	)	
	)	
BUSHMASTER FIREARMS	)	
INTERNATIONAL, LLC, ET AL.	)	May 4, 2016

**REMINGTON’S REPLY BRIEF IN SUPPORT**  
**OF MOTION TO STAY DISCOVERY**

The Defendants in the above-referenced matter, REMINGTON OUTDOOR COMPANY, INC. and REMINGTON ARMS COMPANY, LLC (“Remington”), reply to plaintiffs’ Objection to Motion Stay Discovery (“Obj.”) pending the Court’s ruling on Remington’s Motion to Strike Plaintiff’s First Amended Complaint.

**I. Introduction**

There is no practical reason why discovery should proceed before the Court has ruled on whether Remington is immune from suit under the Protection of Lawful Commerce is Arms Act (“PLCAA”), and whether plaintiffs have met the jurisdictional prerequisites of a claim under the Connecticut Unfair Trade Practices Act (“CUTPA”). This case has been given an April 3, 2018 trial date, nearly two years from now. Under the Court’s Scheduling Order, the parties have until June 17, 2017 to exchange responses to written discovery requests, and plaintiffs have nearly a year to depose defendants’ fact witness. Expert disclosures and discovery deadlines are also well into the future. Requiring Remington to undergo the burdens of discovery despite the unanswered question of whether plaintiffs are prohibited, as a matter of federal statutory law, from suing Remington is unjust, particularly because the Court’s ruling on Remington’s immunity defense

only requires resolution of questions of law, and the subject matter jurisdiction of the Court has been challenged.

Plaintiffs' desire to conduct discovery before these threshold issues are addressed is outweighed by Remington's statutory right of not "having to litigate at all." *Shay v. Rossi*, 253 Conn. 134, 166 (2000). Discovery should be stayed pending the Court's rulings on the legal questions related to immunity under the PLCAA, and a determination that that the Court has subject matter jurisdiction over plaintiffs' CUTPA claims.

## **II. Good Cause Exists to Enter a Protective Order Staying Discovery Pending a Ruling on Remington's Motion to Strike.**

Contrary to plaintiffs' arguments, Remington has demonstrated a more than sufficient basis to stay discovery – the fact that plaintiffs are aggressively pursuing discovery despite Remington's legitimate claim to protection against being sued by the plaintiffs at all. Good cause exists because plaintiffs have served Remington with a notice for a corporate designee deposition and requests for production of documents that can fairly be described as a "scorched earth" requests for discovery. (*See* Pls.' First Requests for Production and Notice of Corporate Designee Depositions, attached collectively as Exhibit A.) For example, plaintiffs seek production of all documents and corporate designee testimony concerning Remington's sale of firearms "from the inception" of Remington. (*See* Corp. Designee Notice at ¶ 1 and ¶ A.) This request is undeniably oppressive and excessive in scope. Remington was founded 200 years ago, in 1816. Plaintiffs also seek all "documents concerning" Remington's business relationships and communications with numerous business entities over a 10-year period, without any regard to subject matter of the documents or the communications or whether they are even pertinent to the plaintiffs' specific claims. (*See* RFPs, Nos. 1 & 5.) Given the allegations of plaintiffs' First Amended Complaint,

many of these requests are not reasonably calculated to lead to the discovery of admissible evidence and are unduly burdensome.

Plaintiffs' argument that Remington needs to make a more "particularized showing" to temporarily stay discovery under Practice Book Section 13-5 is inapt, and the cases on which they rely are inapposite. Those cases dealt with a request for "blanket" protective orders sealing and limiting disclosure of documents, *Langerman v. John Morganti & Sons, LLC*, 2003 Conn. Super LEXIS 2607 (Conn. Super. Ct. Sept. 18, 2003), and a request to prevent the deposition of an attorney of record based on a general assertion that the request for the attorney's deposition and documents was served with the intent to harass counsel, *Clarkson v. Greentree Toyota Corp.*, 1993 Conn. Super LEXIS 976 (Conn. Super. Ct. Apr. 20, 1993). (Obj. at 3.) In contrast, Remington has been served with discovery in a case in which it has raised threshold federal immunity from suit, and the subject matter jurisdiction of the Court has again been challenged. Good cause under Section 13-5 has been established.

### **III. The Questions Before the Court Involving Application of PLCAA Immunity and CUTPA Jurisdictional Prerequisites Are Legal in Nature and Should Be Resolved Before Discovery Begins.**

The Court previously ruled that the immunity from suit provided to Remington under the PLCAA does not implicate subject matter jurisdiction. But the Court's ruling has not deprived Remington of threshold immunity from suit. PLCAA immunity from suit is the subject of Remington's pending Motion to Strike, which is scheduled to be heard on June 20, 2016. Remington's motion raises the same legal issues of statutory interpretation that the Court has not yet addressed.

Because Congress has declared that the lawsuit filed by plaintiffs "may not be brought" in Connecticut courts, 15 U.S.C. § 7902(a), requiring Remington to withstand the significant burdens and expense of discovery deprives it of the very immunity to which it is entitled. The United States

Supreme Court has consistently recognized this basic principle, holding that “[u]ntil ... threshold immunity is resolved, discovery should not be allowed.” *Harlow v. Fitzgerald*, 457 U.S. 800, 818 (1982) (addressing qualified immunity). The common sense principle is based on fairness because when an immunity depends on resolution of “an essential legal question” a defendant should not have to “stand trial or face the other burdens of litigation.” *Siegert v. Gilley*, 500 U.S.226, 232-33 (1991) (addressing qualified immunity). This Court should follow this principle and decide the immunity question before permitting discovery to begin.

Discovery should be stayed for an additional reason. Remington’s Motion to Strike, filed after Remington filed its Motion to Stay, challenges the subject matter jurisdiction of the Court to hear plaintiffs’ claim under the CUTPA. (DN 148, Remington’s Mot. to Strike, at 2.) Plaintiffs filed their original Complaint on December 13, 2014, more than three years after they allege that Remington manufactured and sold the firearm, *i.e.*, “sometime prior to March 2010.” (FAC at ¶ 176.) Thus, plaintiffs did not file their lawsuit within the three-year statute of limitations applicable to CUTPA actions. *See* General Statutes § 42-110g(f).

Meeting the CUTPA statute of limitations is a jurisdictional prerequisite. *See Ambrose v. Williams Raveis Real Estate*, 226 Conn. 757, 766-67 (1993) (“Where ... a specific time limitation is contained within a statute that creates a right of action that did not exist at common law ... the time limitation is a substantive and jurisdictional prerequisite, which may be raised at any time.”); *Blinkoff v. O & G Industries, Inc.*, 113 Conn. App. 1, 8-9 (2009) (CUTPA statute of limitations is jurisdictional); *Boston Property v. Merrill Lynch*, 2004 Conn. Super. LEXIS 2819, \*3 Conn. Super. Ct. Oct. 16, 2012) (CUTPA statute of limitations addressed on motion to dismiss); *Dinan & Dinan, P.C. v. O’Rourke*, 2004 Conn. Super LEXIS 2819, \*3 (Conn. Super Ct. Sept. 24, 2004) (same).

Based on this challenge alone, discovery should be stayed pending a decision on the Court's subject matter jurisdiction. Practice Book § 10-33 (mere "suggestion" of lack of subject matter jurisdiction requires a determination before proceeding); *see also Gilland v. Sportsmen's Outpost, Inc.*, (*Gilland II*), 2011 Conn. Super. LEXIS 2309, \*17-18 (Conn. Super. Ct. Sept. 15, 2011) ("Once the question of lack of jurisdiction of a court is raised, [it] must be disposed of no matter in what form it is presented . . . The court must fully resolve it before proceeding further with the case." (quoting *St. Paul Travelers Cos. v. Kuehl*, 299 Conn. 800, 816, 12 A.3d 852 (2011))).

#### **IV. Remington Has Diligently Exercised its Right to a Threshold Ruling that it is Immune from Suit under the PLCAA.**

Plaintiffs' accusations that Remington has "stonewalled" plaintiffs' attempt to initiate discovery and previously raised "a thin veneer" of an argument challenging the subject matter jurisdiction of the court are unfounded and unfair. (Obj. at 2.) First of all, Remington's challenge to the Court's subject matter jurisdiction was supported by Connecticut court decisions, finding that threshold statutory immunities were properly raised on a motion to dismiss. Indeed, one Connecticut Superior Court had adopted Remington's position, specifically holding that PLCAA immunity implicates a Connecticut state court's subject matter jurisdiction and is properly addressed on a motion to dismiss. *Gilland v. Sportsmen's Outpost, Inc.*, (*Gilland II*), 2011 Conn. Super. LEXIS 2309, \*16-19 (Conn. Super. Ct. Sept. 15, 2011) (analyzing the distinction between the limited jurisdiction of federal courts under Article III and Connecticut state court subject matter jurisdiction derived from the Connecticut constitution). Indeed, *Gilland II* analyzed and expressly distinguished the *Mickalis* decision, which plaintiffs continue to rely on in their Objection to staying discovery. (Obj. at 8.) *See Gilland II*, 2011 Conn. Super. LEXIS 2309 at \*18-19 (holding that *Mickalis* is irrelevant to the subject matter jurisdiction question in state court). That this Court

reached a different conclusion than the court in *Gilland II*, does not in any way suggest that Remington's Motion to Dismiss had no basis but was simply a tactical maneuver. Remington moved to dismiss plaintiffs' case to obtain a dismissal order, not to merely forestall discovery.

Plaintiffs' assertion that Remington's refusal to agree that its Motion to Dismiss be treated as a motion to strike was a "tactical" ploy to delay discovery is also unfounded. (Obj. at 7-8.) Plaintiffs forget they argued that Remington's Motion to Dismiss should be treated as a motion to strike, and that doing so constituted a waiver of Remington's right to file not only requests to revise but also subsequent motions to strike. (DN 129, Pls.' Omnibus Obj. at 13: "Because defendants have already filed motions to strike, they are barred from filing requests to revise *or subsequent motions to strike*." (emphasis added)). Plaintiffs were well aware that dispositive motion to strike arguments were available to defendants, and it was plaintiffs who sought a tactical advantage through their "waiver" argument. Remington could not risk waiving their right to raise those arguments on a motion to strike in the event that its Motion to Dismiss was treated as a motion to strike, and was denied. Had "waiver" not been argued by plaintiffs, Remington would have invited treatment of its motion as a motion to strike.

Plaintiffs' characterization of Remington's removal of the case to federal court as "blatant forum shopping" imposing delay is similarly unfair. (Obj. at 2.) Non-Connecticut citizens sued in Connecticut state courts have a right to have cases against them heard in the United States District Court, if federal jurisdictional prerequisites are satisfied. 28 U.S.C. § 1441(b)(2) (only "properly joined" defendants' citizenship is considered in determining diversity). Remington presented good faith arguments that plaintiffs had joined a Connecticut resident as a defendant solely to defeat federal court jurisdiction. The United States District Court disagreed, but notably refused to find that Remington was without "an objectively reasonable basis for removal." *Soto v. Bushmaster*

*Firearms*, 2015 U.S. Dist. LEXIS 138046, \*13 (D. Conn. Oct. 9, 2015). Remington removed the case to federal court because it had a statutory right and a basis to do so under federal law, not to delay discovery.

This case was remanded to this Court on October 21, 2015. (DN 104.) No discovery has taken place because Remington promptly filed a motion to dismiss, asserting good faith arguments that the case should be dismissed because the PLCAA creates threshold immunity from suit, implicating the Court's subject matter jurisdiction. The Court ruled on Remington's Motion to Dismiss on April 14, 2016 and, without delay, Remington filed its Motion to Strike on April 22, 2016, which again invokes threshold immunity from suit and lack of subject matter jurisdiction. Remington has not unjustifiably sought to impose delay. To the contrary, it has diligently asserted its right to obtain a dispositive ruling that plaintiffs' lawsuit is prohibited under federal law – a right that should be given greater weight than plaintiffs' desire to conduct discovery on their own timetable.

For all these reasons, Remington respectfully requests that a protective order be entered, staying discovery pending resolution of Remington's Motion to Strike Plaintiffs' First Amended Complaint.

THE DEFENDANTS,

REMINGTON ARMS COMPANY, LLC and  
REMINGTON OUTDOOR COMPANY, INC.

BY: /s/ Scott M. Harrington/#307196

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## **CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the foregoing was mailed on May 4, 2016 to the following counsel:

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/s/ Scott M. Harrington/#307196  
Scott M. Harrington

# Exhibit A

Pls.' First Requests for Production and Notice of Corporate Designee  
Depositions

NO. FBT CV 15 6048103 S : SUPERIOR COURT  
DONNA L. SOTO, ADMINISTRATRIX  
OF THE ESTATE OF  
VICTORIA L. SOTO, ET AL : JUDICIAL DISTRICT OF FAIRFIELD  
V. : AT BRIDGEPORT  
BUSHMASTER FIREARMS  
INTERNATIONAL, LLC, a/k/a, ET AL : NOVEMBER 13, 2015

**PLAINTIFFS' FIRST REQUESTS FOR PRODUCTION**

The plaintiffs hereby request that the defendant, REMINGTON ARMS COMPANY, LLC. ("the Company") provide counsel for the plaintiffs with copies of the documents described in the following requests for production, or afford counsel for said plaintiffs the opportunity or, if necessary, sufficient written authorization, to inspect, copy, photograph or otherwise reproduce said documents. The Company is hereby defined to include any and all predecessor entities to the Company, and/or aliases of the Company.

In answering these production requests, the Company is required to provide all information within its possession, custody or control. If any production request cannot be answered in full, answer to the extent possible.

Please be advised that these Requests for Production use and incorporate the definitions set forth in Practice Book Section 13-1.

1. Documents concerning contractual and/or business relationship(s) between or among the Company and Bushmaster Firearms International, LLC; and/or Freedom Group, Inc.; and/or Bushmaster Firearms; and/or Bushmaster Firearms, Inc.; and/or Bushmaster Holdings, LLC; and/or Camfour, Inc.; and/or Camfour Holding, LLP, from January 1, 2006 to the present day.

**COMPLIANCE:**

2. Documents concerning contractual and/or business relationship(s) between or among the Company and Riverview Sales, Inc. from January 1, 2006 to the present day.

**COMPLIANCE:**

3. Documents concerning any and all purchase orders, payments, rebates, and/or other exchanges of cash or goods between or among the Company and Bushmaster Firearms International, LLC; and/or Freedom Group, Inc.; and/or Bushmaster Firearms; and/or Bushmaster Firearms, Inc.; and/or Bushmaster Holdings, LLC; and/or Camfour, Inc.; and/or Camfour Holding, LLP, from January 1, 2006 to the present day.

**COMPLIANCE:**

4. Documents concerning contractual and/or business relationship(s) between or among the Company and Riverview Sales, Inc. from January 1, 2006 to the present day.

**COMPLIANCE:**

5. Documents concerning communications between or among the Company and Bushmaster Firearms International, LLC; and/or Freedom Group, Inc.; and/or Bushmaster Firearms; and/or Bushmaster Firearms, Inc.; and/or Bushmaster Holdings, LLC; and/or Camfour, Inc.; and/or Camfour Holding, LLP, from January 1, 2006 to the present day.

**COMPLIANCE:**

6. Documents concerning contractual and/or business relationship(s) between or among the Company and Riverview Sales, Inc. from January 1, 2006 to the present day.

**COMPLIANCE:**

7. Documents concerning the branding, marketing, and/or sale of AR-15 style assault rifles as modern sporting rifles during the period January 1, 2006 through December 14, 2012.

**COMPLIANCE:**

8. Documents concerning marketing, promotion, promotional strategies, the Company's customer base, the Company's desired customer base, and/or market research received, obtained and/or created by the Company concerning AR-15 style assault rifles, including but not limited to the Remington/Bushmaster model XM15-E2S, from January 1, 2006 to December 14, 2012.

**COMPLIANCE:**

9. Documents, including web site postings, blog postings, and/or any other internet marketing created by or at the behest of the Company or any other defendant in this

action concerning AR-15 style assault rifles, use of assault rifles for home defense, suitability of assault rifles as gifts or family guns and/or appropriate uses of assault rifles, prior to December 14, 2012.

**COMPLIANCE:**

10. Documents concerning the use of video games to market and/or promote the sale of AR-15 style assault rifles, including, but not limited to the Remington/Bushmaster model XM15-E2S, from January 1, 2006 to December 14, 2012.

**COMPLIANCE:**

11. Documents concerning the display of AR-15 style assault rifles in video games, including, but not limited to the Remington/Bushmaster model XM15-E2S, from January 1, 2006 to December 14, 2012.

**COMPLIANCE:**

12. Documents concerning the function of the Remington/Bushmaster model XM15-E2S.

**COMPLIANCE:**

13. Documents concerning the manner in which AR-15 style assault rifles, including but not limited to the Remington/Bushmaster model XM15-E2S, were used by non-military and non-law enforcement owners prior to December 14, 2012, including but not limited to documents concerning storage, sharing, transfer, gifting, transport and/or re-sale of assault rifles, and any and all other uses of assault rifles by such owners.

**COMPLIANCE:**

14. Documents concerning training and/or instruction provided to or available to purchasers of AR-15 style assault rifles, including to purchasers of the Remington/Bushmaster model XM15-E2S, prior to December 14, 2012.

**COMPLIANCE:**

15. Documents concerning the volume of sales of AR-15 style assault rifles, including but not limited to the Remington/Bushmaster model XM15-E2S, by the Company from January 1, 2006 to December 14, 2012.

**COMPLIANCE:**

16. Documents concerning the volume of sales of AR-15 style assault rifles, including but not limited to the Remington/Bushmaster model XM15-E2S, in the industry from January 1, 2006 to December 14, 2012.

**COMPLIANCE:**

17. Any statements, documents, and/or communications concerning the December 14, 2012 mass shooting at Sandy Hook Elementary School and/or concerning the events which are the subject of this Complaint.

**COMPLIANCE:**

18. Documents concerning RIVERVIEW GUN SALES, INC. AKA RIVERVIEW GUN SALES store security, including surveillance procedures during the period of January 1, 2006 to December 14, 2012.

**COMPLIANCE:**

19. Documents concerning the particular XM15-E2S sold to Nancy Lanza, and described in Exhibit A attached hereto at page 3, including but not limited to information concerning its distribution, manufacture, and/or sale.

**COMPLIANCE:**

20. Documents concerning the sale of any firearms to Nancy Lanza or Adam Lanza, including, but not limited to, documents concerning regulatory compliance in connection with such sale.

**COMPLIANCE:**

21. Documents concerning the federal firearms license held by David LaGuercia, including, but not limited to, information concerning compliance *vel non* by the licensee and/or RIVERVIEW GUN SALES, INC. AKA RIVERVIEW GUN SALES with applicable firearms laws from January 1, 2006 to December 14, 2012.

**COMPLIANCE:**

22. Documents concerning any entries in the Company's Acquisition and Disposition Book pertaining to the particular XM15-E25 sold to Nancy Lanza and described in Exhibit A, attached hereto at page 3.

**COMPLIANCE:**

THE PLAINTIFFS,

By



**JOSHUA D. KOSKOFF**  
**ALINOR C. STERLING**  
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**PHONE: (203) 336-4421**  
**FAX: (203) 368-3244**  
**JURIS #32250**

## **CERTIFICATION**

This is to certify that a copy of the foregoing has been mailed, postage prepaid, and emailed this day to all counsel of record, to wit:

*For Bushmaster Firearms International LLC, a/k/a;  
Freedom Group, Inc., a/k/a;  
Bushmaster Firearms, a/k/a;  
Bushmaster Firearms, Inc., a/k/a;  
Bushmaster Holdings, Inc., a/k/a  
Remington Arms Company, LLC, a/k/a;  
Remington Outdoor Company, Inc., a/k/a*

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A handwritten signature in blue ink, appearing to read 'Alinor C Sterling', written over a horizontal line.

**JOSHUA D. KOSKOFF**  
**ALINOR C. STERLING**  
**KATHERINE MESNER-HAGE**



# EXHIBIT A

U.S. Department of Justice  
Bureau of Alcohol, Tobacco, Firearms and Explosives

## Firearms Transaction Record Part I - Over-the-Counter

**WARNING:** You may not receive a firearm if prohibited by Federal or State law. The information you provide will be used to determine whether you are prohibited under law from receiving a firearm. Certain violations of the Gun Control Act, 18 U.S.C. §§ 921 *et seq.*, are punishable by up to 10 years imprisonment and/or up to a \$250,000 fine.

Transferor's Transaction  
Serial Number (if any)

Prepare in original only. All entries must be handwritten in ink. Read the Notices, Instructions, and Definitions on this form. "PLEASE PRINT."

### Section A - Must Be Completed Personally By Transferee (Buyer)

1. Transferee's Full Name Last Name <b>LANZA</b>		First Name <b>NANCY</b>		Middle Name (If no middle name, state "NMN") <b>Jean</b>	
2. Current Residence Address (U.S. Postal abbreviations are acceptable. Cannot be a post office box.) Number and Street Address <b>36 Yogananda St.</b>		City <b>Sandy Hook</b>		County <b>Fairfield</b>	State <b>CT</b>
3. Place of Birth U.S. City and State <b>LYNN, MA</b>		4. Height Ft. <b>5</b> In. <b>5</b>	5. Weight (Lbs.) <b>128</b>	6. Gender Male <input type="checkbox"/> Female <input checked="" type="checkbox"/>	7. Birth Date Month <b>9</b> Day <b>6</b> Year <b>1960</b>
8. Social Security Number (Optional, but will help prevent misidentification) <b>[REDACTED]</b>		9. Unique Personal Identification Number (UPIN) if applicable (See Instructions for Question 9.)			
10. Race (Ethnicity) (Check one or more boxes. See Instructions for Question 10.)					
<input type="checkbox"/> American Indian or Alaska Native		<input type="checkbox"/> Black or African American		<input type="checkbox"/> Native Hawaiian or Other Pacific Islander	
<input type="checkbox"/> Hispanic or Latino		<input type="checkbox"/> Asian		<input checked="" type="checkbox"/> White	
11. Answer questions 11.a. (See exceptions) through 11.i. and 12 (if applicable) by checking or marking "yes" or "no" in the boxes to the right of the questions.					
a. Are you the actual transferee/buyer of the firearm(s) listed on this form? Warning: You are not the actual buyer if you are acquiring the firearm(s) on behalf of another person. If you are not the actual buyer, the dealer cannot transfer the firearm(s) to you. (See Instructions for Question 11.a.) Exception: If you are picking up a repaired firearm(s) for another person, you are not required to answer 11.a. and may proceed to question 11.b.				Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
b. Are you under indictment or information in any court for a felony, or any other crime, for which the judge could imprison you for more than one year? (See Instructions for Question 11.b.)				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
c. Have you ever been convicted in any court of a felony, or any other crime, for which the judge could have imprisoned you for more than one year, even if you received a shorter sentence including probation? (See Instructions for Question 11.c.)				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
d. Are you a fugitive from justice?				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
e. Are you an unlawful user of, or addicted to, marijuana or any depressant, stimulant, narcotic drug, or any other controlled substance?				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
f. Have you ever been adjudicated mentally defective (which includes a determination by a court, board, commission, or other lawful authority that you are a danger to yourself or to others or are incompetent to manage your own affairs) OR have you ever been committed to a mental institution? (See Instructions for Question 11.f.)				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
g. Have you been discharged from the Armed Forces under dishonorable conditions?				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
h. Are you subject to a court order restraining you from harassing, stalking, or threatening your child or an intimate partner or child of such partner? (See Instructions for Question 11.h.)				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
i. Have you ever been convicted in any court of a misdemeanor crime of domestic violence? (See Instructions for Question 11.i.)				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
j. Have you ever renounced your United States citizenship?				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
k. Are you an alien illegally in the United States?				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
l. Are you a nonimmigrant alien? (See Instructions for Question 11.l.) If you answered "no" to this question, do NOT respond to question 12 and proceed to question 13.				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
12. If you are a nonimmigrant alien, do you fall within any of the exceptions set forth in the instructions? (If "yes," the licensee must complete question 20d.) (See Instructions for Question 12.) If question 11.l. is answered with a "no" response, then do NOT respond to question 12 and proceed to question 13.				Yes <input type="checkbox"/>	No <input type="checkbox"/>
13. What is your State of residence (if any)? (See Instructions for Question 13.) <b>CT</b>		14. What is your country of citizenship? (List/check more than one, if applicable. If you are a citizen of the United States, proceed to question 16.) <input checked="" type="checkbox"/> United States of America <input type="checkbox"/> Other (Specify)		15. If you are not a citizen of the United States, what is your U.S.-issued alien number or admission number?	

Note: Previous Editions Are Obsolete

Page 1 of 6

Transferee (Buyer) Continue to Next Page  
STAPLE IF PAGES BECOME SEPARATED

ATF Form 4473 (5300 9) Part I  
Revised August 2008

I certify that my answers to Section A are true, correct, and complete. I have read and understand the Notices, Instructions, and Definition on ATF Form 4473. I understand that answering "yes" to question 11.a. if I am not the actual buyer is a crime punishable as a felony under Federal law, and may also violate State and/or local law. I understand that a person who answers "yes" to any of the questions 11.b. through 11.k. is prohibited from purchasing or receiving a firearm. I understand that a person who answers "yes" to question 11.l. is prohibited from purchasing or receiving a firearm, unless the person also answers "yes" to question 12. I also understand that making any false oral or written statement, or exhibiting any false or misrepresented identification with respect to this transaction, is a crime punishable as a felony under Federal law, and may also violate State and/or local law. I further understand that the repetitive purchase of firearms for the purpose of resale for livelihood and profit without a Federal firearms license is a violation of law (See Instructions for Question 16).

16. Transferee's/Buyer's Signature Nancy J. Pomeroy 17. Certification Date 3/15/10

### Section B - Must Be Completed By Transferor (Seller)

18. Type of firearm(s) to be transferred (check or mark all that apply):  
☐ Handgun ☒ Long Gun (rifles or shotguns) ☐ Other Firearm (Frame, Receiver, etc. See Instructions for Question 18.)  
 19. If sale at a gun show or other qualifying event.  
 Name of Event \_\_\_\_\_  
 City, State \_\_\_\_\_

20a. Identification (e.g., Virginia Driver's license (VA DL) or other valid government-issued photo identification.) (See Instructions for Question 20.a.)  
 Issuing Authority and Type of Identification CT DC Number on Identification [REDACTED] Expiration Date of Identification (if any)  
 Month 9 Day 6 Year 10

20b. Alternate Documentation (if driver's license or other identification document does not show current residence address)

20c. All Aliens: Type and dates of documents that establish 90-day residency (e.g., utility bills or lease agreements). (See Instructions for Question 20.c.)  
 Type(s) of Document \_\_\_\_\_ Date(s) of residence indicated on documents \_\_\_\_\_

20d. Nonimmigrant Aliens Must Provide: Type of documentation showing an exception to the nonimmigrant alien prohibition. (See Instructions for Question 20.d.)

### Questions 21, 22, or 23 Must Be Completed Prior To The Transfer Of The Firearm(s) (See Instructions for Questions 21, 22 and 23)

21a. Date the transferee's identifying information in Section A was transmitted to NICS or the appropriate State agency: (Month/Day/Year)  
 Month 3 Day 15 Year 2010  
 21b. The NICS or State transaction number (if provided) was: [REDACTED]

21c. The response initially provided by NICS or the appropriate State agency was:  
☐ Proceed ☒ Delayed  
 [The firearm(s) may be transferred on 3/29/10 (MDI date provided by NICS) if State law permits (optional)]  
☐ Denied ☐ Cancelled  
 21d. If initial NICS or State response was "Delayed," the following response was received from NICS or the appropriate State agency:  
☒ Proceed 7/29/10 (date)  
☐ Denied \_\_\_\_\_ (date)  
☐ Cancelled \_\_\_\_\_ (date)  
☐ No resolution was provided within 3 business days.

21e. (Complete if applicable.) After the firearm was transferred, the following response was received from NICS or the appropriate State agency: \_\_\_\_\_ (date). ☐ Proceed ☐ Denied ☐ Cancelled

21f. The name and Brady identification number of the NICS examiner (Optional)

22. ☐ No NICS check was required because the transfer involved only NFA firearm(s). (See Instructions for Question 22.)

23. ☐ No NICS check was required because the buyer has a valid permit from the State where the transfer is to take place, which qualifies exemption to NICS (See Instructions for Question 23.)

Issuing State and Permit Type \_\_\_\_\_ Date of Issuance (if any) \_\_\_\_\_ Expiration Date (if any) \_\_\_\_\_ Permit Number (if any) \_\_\_\_\_

### Section C - Must Be Completed Personally By Transferee (Buyer)

If the transfer of the firearm(s) takes place on a different day from the date that the transferee (buyer) signed Section A, the transferee must complete Section C immediately prior to the transfer of the firearm(s). (See Instructions for Question 24 and 25.)

I certify that my answers to the questions in Section A of this form are still true, correct and complete.

24. Transferee's/Buyer's Signature Nancy J. Pomeroy

25. Recertification Date 3/29/10

## Section D - Must Be Completed By Transferor (Seller)

26. Manufacturer and/or Importer (If the manufacturer and importer are different the FFL should include both.)	27. Model	28. Serial Number	29. Type (pistol, revolver, rifle, shotgun, receiver, frame, etc.) (See instructions for question 29)	30. Caliber or Gauge
Riverview Sales	575	1534855	Rifle	5.56

Total Number of Firearms (Please handwritten by printing e.g., one, two, three, etc. Do not use numerals.)

One

30b. Is any part of this transaction a  
Pawn Redemption? ☐ Yes ☒ No

For Use by FFL (See Instructions for Question 30c.)

## Complete ATF Form 3310.4 For Multiple Purchases of Handguns Within 5 Consecutive Business Days

Trade/corporate name and address of transferor (seller) (Hand stamp may be  
used.)Riverview Sales  
4 Prospect Hill Rd  
East Windsor, CT 0602732. Federal Firearms License Number (Must contain at least first  
three and last five digits of FFL Number X-XX-XXXXX.)  
(Hand stamp may be used.)

06-000-01-01-0005

## The Person Transferring The Firearm(s) Must Complete Questions 33-36. For Denied/Cancelled Transactions,

## The Person Who Completed Section B Must Complete Questions 33-35.

Verify that my answers in Sections B and D are true, correct, and complete. I have read and understand the Notices, Instructions, and Definitions of ATF Form 4473. On the basis of: (1) the statements in Section A (and Section C if the transfer does not occur on the day Section A was completed); (2) my verification of the identification noted in question 20a (and my reverification at the time of transfer if the transfer does not occur on the day Section A was completed); and (3) the information in the current State Laws and Published Ordinances, it is my belief that it is not unlawful for me to sell, deliver, transport, or otherwise dispose of the firearm(s) listed on this form to the person identified in Section A.

Transferor's/Seller's Name (Please print)	34. Transferor's/Seller's Signature	35. Transferor's/Seller's Title	36. Date Transferred
Riverview Sales		Sales	03/22/2012

## NOTICES, INSTRUCTIONS AND DEFINITIONS

**Use of the Form:** The information and certification on this form are required so that a person licensed under 18 U.S.C. § 923 may determine if he or she may lawfully sell or deliver a firearm to the person identified in Section A, and to alert the buyer of certain restrictions on the receipt and possession of firearms. This form should only be used for sales or transfers of firearms by the seller is licensed under 18 U.S.C. § 923. The seller of a firearm determines the lawfulness of the transaction and maintain proper records of the transaction. Consequently, the seller must be familiar with the provisions of 18 U.S.C. §§ 921-931 and the regulations in 27 CFR Part 478. Determining the lawfulness of the sale or delivery of a long gun (rifle or shotgun) to a resident of another State, the seller is presumed to know the applicable State laws and published ordinances in both the seller's State and the buyer's State.

If the seller has completed the firearms transaction, he or she must make a copy of the completed original ATF Form 4473 (which includes the Notices, General Instructions, and Definitions), and any supporting documents, part of his or her permanent records. Such Forms 4473 must be retained for at least 20 years. Filing may be chronological (by date), alphabetical (by name), or serial (by transaction serial number), as long as all of the seller's completed Forms 4473 are filed in the same manner. **FORMS 4473 FOR DENIED/CANCELLED TRANSFERS MUST BE RETAINED:** If the transfer of a firearm is denied/cancelled by NICS, or if for any other reason the transfer is not complete after a NICS check is initiated, the licensee must retain the ATF Form 4473 in his or her records for at least 5 years. Forms with respect to which a sale, delivery, or transfer did not take place shall be separately retained in alphabetical (by name) or chronological (by date of licensee's certification) order.

If the buyer discovers that an ATF Form 4473 is incomplete or improperly completed after the firearm has been transferred, and you or the buyer wish to make a record of your discovery, then photocopy the inaccurate form and make any necessary additions or revisions to the photocopy. You only should make changes to Sections B and D. The buyer should only make changes to Sections A and C. Whoever made the changes should initial and date the changes. The corrected photocopy should be attached to the original Form 4473 and retained as part of your permanent records.

**Over-the-Counter Transactions:** The sale or other disposition of a firearm by a seller to a buyer, at the seller's licensed premises. This includes the sale or other disposition of a rifle or shotgun to a nonresident buyer on such premises.

**State Laws and Published Ordinances:** The publication (ATF P 5300.5) of State firearms laws and local ordinances ATF distributes to licensees.

**Exportation of Firearms:** The State or Commerce Departments may require you to obtain a license prior to export.

## Section A

**Question 1. Transferee's Full Name:** The buyer must personally complete Section A of this form and certify (sign) that the answers are true, correct, and complete. However, if the buyer is unable to read and/or write, the answers (other than the signature) may be completed by another person, excluding the seller. Two persons (other than the seller) must then sign as witnesses to the buyer's answers and signature.

When the buyer of a firearm is a corporation, company, association, partnership, or other such business entity, an officer authorized to act on behalf of the business must complete Section A of the form with his or her personal information, sign Section A, and attach a written statement, executed under penalties of perjury, stating: (A) the firearm is being acquired for the use of and will be the property of that business entity and (B) the name and address of that business entity.

ATF Form 4473 (5300.9) Part I  
Revised August 2008

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**APPLICATION TO PURCHASE A FIREARM - SECTIONS 29-33 AND 29-37a OF THE CONNECTICUT GENERAL STATUTES**WEAPON TYPE: ☐ HANDGUN ☒ LONG GUN SALE AUTHORIZATION NUMBER(S): [REDACTED]NAME: LANZA Nancy Jean DATE OF BIRTH: 9/6/1960  
LAST FIRST MIDDLE MM/DD/YYYYRESIDENTIAL ADDRESS: 36 Yogananda ST Sandy Hook CT 06482  
(POST OFFICE BOXES NOT ACCEPTED) NUMBER STREET TOWN STATE ZIPSEX: F RACE: W HEIGHT: 5'5" WEIGHT: 128 EYE COLOR: Brown HAIR COLOR: BlondeSOCIAL SECURITY #: [REDACTED] COUNTRY OF CITIZENSHIP: USA INS #:             
OPTIONAL REQUIRED IF APPLICABLEPISTOL PERMIT/ELIGIBILITY CERTIFICATE #:                                  EXPIRATION DATE:                                   
MM/DD/YYYYPOLICE IDENTIFICATION #:                                  AGENCY NAME:                                 DRIVERS LICENSE #: [REDACTED] STATE: CT EXPIRATION DATE: 09/06/2010  
REQUIRED MM/DD/YYYYHUNTING LICENSE #:                                   
LONG GUNS ONLY

- a. Have you ever been convicted in any court of a felony? ☐ Yes ☒ No
- b. Have you been convicted in any court of a misdemeanor crime of domestic/family violence? ☐ Yes ☒ No
- c. Are you now the subject of a restraining or protective order issued by a court, after notice and an opportunity to be heard has been provided to you, in a case involving the use, attempted use or threatened use of physical force against another person? ☐ Yes ☒ No
- d. Have you ever been confined in a hospital for a mental illness within the past twelve (12) months by order of a probate court? ☐ Yes ☒ No
- e. Have you been discharged from custody within the past twenty (20) years after having been found not guilty of a crime by reason of mental disease or defect? ☐ Yes ☒ No
- f. Are you the subject of a court issued seizure order (risk warrant) per CGS 29-38c? ☐ Yes ☒ No

Information provided on this application is subject to verification from sources including probate, civil, and criminal courts as well as governmental agencies pursuant to State and Federal Law, e.g., P.A. 98-129 (An Act Concerning Handgun Safety) and 18 USC 922 (The Brady Act), as may be amended.

**I CERTIFY THAT THE ABOVE ANSWERS ARE TRUE AND CORRECT. I UNDERSTAND THAT PROVIDING FALSE INFORMATION ON THIS DOCUMENT IS A VIOLATION OF SECTION 29-34 AND/OR 29-37c OF THE CONNECTICUT GENERAL STATUTES AND CONSTITUTES A CLASS D FELONY.**

Nancy J. Lanza  
SIGNATURE OF PURCHASER

3/29/10  
3/15/10  
DATE

**I UNDERSTAND THAT A PERSON WHO ANSWERS "YES" TO ANY OF THE ABOVE QUESTIONS IS PROHIBITED FROM PURCHASING A FIREARM.**

[Signature]  
SIGNATURE OF SALESPERSON

DEALER NAME IF APPLICABLE

Riverview Sales  
4 Prospect Hill Rd  
East Windsor, CT 06088

3/15/10  
DATE

DPS-67-C (Revised 08/03) Previous editions are obsolete

**THIS FORM MUST BE FILLED OUT COMPLETELY AND LEGIBLY BY THE SELLER AND PURCHASER**

4

U.S. Department of Justice  
Bureau of Alcohol, Tobacco, Firearms and Explosives

## Firearms Transaction Record Part I - Over-the-Counter

**WARNING:** You may not receive a firearm if prohibited by Federal or State law. The information you provide will be used to determine whether you are prohibited under law from receiving a firearm. Certain violations of the Gun Control Act, 18 U.S.C. §§ 921 *et seq.*, are punishable by up to 10 years imprisonment and/or up to a \$250,000 fine.

Transferor's Transaction  
Serial Number (if any)

Prepare in original only. All entries must be handwritten in ink. Read the Notices, Instructions, and Definitions on this form. "PLEASE PRINT."

### Section A - Must Be Completed Personally By Transferee (Buyer)

1. Transferee's Full Name  
Last Name

Lanza

First Name

Nancy

Middle Name (If no middle name, state "NMN")

Jean

2. Current Residence Address (U.S. Postal abbreviations are acceptable. Cannot be a post office box.)  
Number and Street Address

36 Yogananda Street

City

Sandy Hook

County

Fairfield

State

CT

ZIP Code

06482

3. Place of Birth

U.S. City and State

-OR-

Foreign Country

Lynn MA

4. Height

Ft. 5

In. 5

5. Weight

(Lbs.) 128

6. Gender

Male ☐

Female ☒

7. Birth Date

Month

09

Day

06

Year

1960

8. Social Security Number (Optional, but will help prevent misidentification)

9. Unique Personal Identification Number (UPIN) if applicable (See Instructions for Question 9.)

10. Race (Ethnicity) (Check one or more boxes. See Instructions for Question 10.)

☐ American Indian or Alaska Native

☐ Black or African American

☐ Native Hawaiian or Other Pacific Islander

☐ Hispanic or Latino

☐ Asian

☒ White

11. Answer questions 11.a. (See exceptions) through 11.l. and 12 (if applicable) by checking or marking "yes" or "no" in the boxes to the right of the questions.

a. Are you the actual transferee/buyer of the firearm(s) listed on this form? Warning: You are not the actual buyer if you are acquiring the firearm(s) on behalf of another person. If you are not the actual buyer, the dealer cannot transfer the firearm(s) to you. (See Instructions for Question 11.a.) Exception: If you are picking up a repaired firearm(s) for another person, you are not required to answer 11.a. and may proceed to question 11.b.

Yes ☒ No ☐

b. Are you under indictment or information in any court for a felony, or any other crime, for which the judge could imprison you for more than one year? (See Instructions for Question 11.b.)

Yes ☐ No ☒

c. Have you ever been convicted in any court of a felony, or any other crime, for which the judge could have imprisoned you for more than one year, even if you received a shorter sentence including probation? (See Instructions for Question 11.c.)

Yes ☐ No ☒

d. Are you a fugitive from justice?

Yes ☐ No ☒

e. Are you an unlawful user of, or addicted to, marijuana or any depressant, stimulant, narcotic drug, or any other controlled substance?

Yes ☐ No ☒

f. Have you ever been adjudicated mentally defective (which includes a determination by a court, board, commission, or other lawful authority that you are a danger to yourself or to others or are incompetent to manage your own affairs) OR have you ever been committed to a mental institution? (See Instructions for Question 11.f.)

Yes ☐ No ☒

g. Have you been discharged from the Armed Forces under dishonorable conditions?

Yes ☐ No ☒

h. Are you subject to a court order restraining you from harassing, stalking, or threatening your child or an intimate partner or child of such partner? (See Instructions for Question 11.h.)

Yes ☐ No ☒

i. Have you ever been convicted in any court of a misdemeanor crime of domestic violence? (See Instructions for Question 11.i.)

Yes ☐ No ☒

j. Have you ever renounced your United States citizenship?

Yes ☐ No ☒

k. Are you an alien illegally in the United States?

Yes ☐ No ☒

l. Are you a nonimmigrant alien? (See Instructions for Question 11.l.) If you answered "no" to this question, do NOT respond to question 12 and proceed to question 13.

Yes ☐ No ☒

12. If you are a nonimmigrant alien, do you fall within any of the exceptions set forth in the instructions? (If "yes," the licensee must complete question 20d.) (See Instructions for Question 12.) If question 11.l. is answered with a "no" response, then do NOT respond to question 12 and proceed to question 13.

Yes ☐ No ☐

13. What is your State of residence (if any)? (See Instructions for Question 13.)

CT

14. What is your country of citizenship? (List/check more than one, if applicable. If you are a citizen of the United States, proceed to question 16.) ☒ United States of America

☐ Other (Specify)


15. If you are not a citizen of the United States, what is your U.S.-issued alien number or admission number?

5



I certify that my answers to Section A are true, correct, and complete. I have read and understand the Notices, Instructions, and Definition on ATF Form 4473. I understand that answering "yes" to question 11.a. if I am not the actual buyer is a crime punishable as a felony under Federal law, and may also violate State and/or local law. I understand that a person who answers "yes" to any of the questions 11.b. through 11.k. is prohibited from purchasing or receiving a firearm. I understand that a person who answers "yes" to question 11.l. is prohibited from purchasing or receiving a firearm, unless the person also answers "yes" to question 12. I also understand that making any false oral or written statement, or exhibiting any false or misrepresented identification with respect to this transaction, is a crime punishable as a felony under Federal law, and may also violate State and/or local law. I further understand that the repetitive purchase of firearms for the purpose of resale for livelihood and profit without a Federal firearms license is a violation of law (See Instructions for Question 16).

16. Transferee's/Buyer's Signature



17. Certification Date

03/16/2011

## Section B - Must Be Completed By Transferor (Seller)

18. Type of firearm(s) to be transferred (check or mark all that apply):

☒ Handgun ☐ Long Gun (rifles or shotguns) ☐ Other Firearm (Frame, Receiver, etc. See Instructions for Question 18.)

19. If sale at a gun show or other qualifying event.

Name of Event

City, State

20a. Identification (e.g., Virginia Driver's license (VA DL) or other valid government-issued photo identification.) (See Instructions for Question 20.a.)

Issuing Authority and Type of Identification

Number on Identification

Expiration Date of Identification (if any)

Month	Day	Year
10	05	2015

Pistol Permit CT

987129

20b. Alternate Documentation (if driver's license or other identification document does not show current residence address)

20c. All Aliens: Type and dates of documents that establish 90-day residency (e.g., utility bills or lease agreements). (See Instructions for Question 20.c.)

Type(s) of Document

Date(s) of residence indicated on documents

20d. Nonimmigrant Aliens Must Provide: Type of documentation showing an exception to the nonimmigrant alien prohibition. (See Instructions for Question 20.d.)

## Questions 21, 22, or 23 Must Be Completed Prior To The Transfer Of The Firearm(s) (See Instructions for Questions 21, 22 and 23.)

21a. Date the transferee's identifying information in Section A was transmitted to NICS or the appropriate State agency: (Month/Day/Year)

Month	Day	Year
3	16	2011

21b. The NICS or State transaction number (if provided) was:



21c. The response initially provided by NICS or the appropriate State agency was:

☒ Proceed ☐ Delayed  
☐ Denied ☐ [The firearm(s) may be transferred on (MDI date provided by NICS) if State law permits (optional)]  
☐ Cancelled

21d. If initial NICS or State response was "Delayed," the following response was received from NICS or the appropriate State agency:

☐ Proceed (date)  
☐ Denied (date)  
☐ Cancelled (date)  
☐ No resolution was provided within 3 business days.

21e. (Complete if applicable.) After the firearm was transferred, the following response was received from NICS or the appropriate State agency: (date).

☐ Proceed ☐ Denied ☐ Cancelled

21f. The name and Brady identification number of the NICS examiner (Optional)

(name)

(number)

22. ☐ No NICS check was required because the transfer involved only NFA firearm(s). (See Instructions for Question 22.)23. ☐ No NICS check was required because the buyer has a valid permit from the State where the transfer is to take place, which qualifies an exemption to NICS (See Instructions for Question 23.)

Issuing State and Permit Type

Date of Issuance (if any)

Expiration Date (if any)

Permit Number (if any)

## Section C - Must Be Completed Personally By Transferee (Buyer)

If the transfer of the firearm(s) takes place on a different day from the date that the transferee (buyer) signed Section A, the transferee must complete Section C immediately prior to the transfer of the firearm(s). (See Instructions for Question 24 and 25.)

I certify that my answers to the questions in Section A of this form are still true, correct and complete.

24. Transferee's/Buyer's Signature

25. Recertification Date

## Section D - Must Be Completed By Transferor (Seller)

26. Manufacturer and/or Importer (If the manufacturer and importer are different, the FFL should include both)	27. Model	28. Serial Number	29. Type (pistol, revolver, rifle, shotgun, receiver, frame, etc.) (See instructions for question 29)	30. Caliber or Gauge
Sig Sauer Sig Sauer Inc. R. C. 3032	P22G	UUG76027	P15401	9mm

Total Number of Firearms (Please handwritten by printing e.g., one, two, three, etc. Do not use numerals.)

one

30b. Is any part of this transaction a Pawn Redemption? ☐ Yes ☒ No

For Use by FFL (See Instructions for Question 30c.)

## Complete ATF Form 3310.4 For Multiple Purchases of Handguns Within 5 Consecutive Business Days

Trade/corporate name and address of transferor (seller) (Hand stamp may be used.)

**Riverview Sales**  
**4 Prospect Hill Road**  
**East Windsor, CT 06088**

32. Federal Firearms License Number (Must contain at least first three and last five digits of FFL Number X-XX-XXXXX.) (Hand stamp may be used.)

6-06-003-01-3L-01035

The Person Transferring The Firearm(s) Must Complete Questions 33-36. For Denied/Cancelled Transactions,  
 The Person Who Completed Section B Must Complete Questions 33-35.

I certify that my answers in Sections B and D are true, correct, and complete. I have read and understand the Notices, Instructions, and Definitions of ATF Form 4473. On the basis of: (1) the statements in Section A (and Section C if the transfer does not occur on the day Section A was completed); (2) my verification of the identification noted in question 20a (and my reverification at the time of transfer if the transfer does not occur on the day Section A was completed); and (3) the information in the current State Laws and Published Ordinances, it is my belief that it is not unlawful for me to sell, deliver, transport, or otherwise dispose of the firearm(s) listed on this form to the person identified in Section A.

Transferor's/Seller's Name (Please print)

Eric Reis

34. Transferor's/Seller's Signature

Eric Reis

35. Transferor's/Seller's Title

Sales

36. Date Transferred

3-16-2011

## NOTICES, INSTRUCTIONS AND DEFINITIONS

**Use of the Form:** The information and certification on this form are intended so that a person licensed under 18 U.S.C. § 923 may determine if he or she may lawfully sell or deliver a firearm to the person identified in Section A, and to alert the buyer of certain restrictions on the receipt and possession of firearms. This form should only be used for sales or transfers of firearms. The seller is licensed under 18 U.S.C. § 923. The seller of a firearm determines the lawfulness of the transaction and maintain proper records of the transaction. Consequently, the seller must be familiar with the provisions of 18 U.S.C. §§ 921-931 and the regulations in 27 CFR Part 478, determining the lawfulness of the sale or delivery of a long gun (rifle or shotgun) to a resident of another State, the seller is presumed to know the applicable State laws and published ordinances in both the seller's State and buyer's State.

If the seller has completed the firearms transaction, he or she must make a completed, original ATF Form 4473 (which includes the Notices, General Instructions, and Definitions), and any supporting documents, part of his or her permanent records. Such Forms 4473 must be retained for at least 20 years. Filing may be chronological (by date), alphabetical (by name), or serial (by transaction serial number), as long as all of the seller's retained Forms 4473 are filed in the same manner. **FORMS 4473 FOR DENIED/CANCELLED TRANSFERS MUST BE RETAINED:** If the transfer of a firearm is denied/cancelled by NICS, or if for any other reason the transfer is not complete after a NICS check is initiated, the licensee must retain the ATF Form 4473 in his or her records for at least 5 years. Forms with respect to which a sale, delivery, or transfer did not take place shall be separately retained in alphabetical (by name) or chronological (by date of licensee's certification) order.

If the buyer discovers that an ATF Form 4473 is incomplete or improperly completed after the firearm has been transferred, and you or the buyer wish to make a record of your discovery, then photocopy the inaccurate form and make any necessary additions or revisions to the photocopy. You only should make changes to Sections B and D. The buyer should only make changes to Sections A and C. Whoever made the changes should initial and date the changes. The corrected photocopy should be attached to the original Form 4473 and retained as part of your permanent records.

**Over-the-Counter Transaction:** The sale or other disposition of a firearm by a seller to a buyer, at the seller's licensed premises. This includes the sale or other disposition of a rifle or shotgun to a nonresident buyer on such premises.

**State Laws and Published Ordinances:** The publication (ATF P 5300.5) of State firearms laws and local ordinances ATF distributes to licensees.

**Exportation of Firearms:** The State or Commerce Departments may require you to obtain a license prior to export.

## Section A

**Question 1. Transferee's Full Name:** The buyer must personally complete Section A of this form and certify (sign) that the answers are true, correct, and complete. However, if the buyer is unable to read and/or write, the answers (other than the signature) may be completed by another person, excluding the seller. Two persons (other than the seller) must then sign as witnesses to the buyer's answers and signature.

When the buyer of a firearm is a corporation, company, association, partnership, or other such business entity, an officer authorized to act on behalf of the business must complete Section A of the form with his or her personal information, sign Section A, and attach a written statement, executed under penalties of perjury, stating: (A) the firearm is being acquired for the use of and will be the property of that business entity and (B) the name and address of that business entity.

ATF Form 4473 (5300.9) Part I  
 Revised August 2008

**APPLICATION TO PURCHASE A FIREARM - SECTIONS 29-33 AND 29-37a OF THE CONNECTICUT GENERAL STATUTES**WEAPON TYPE: ☒ HANDGUN ☐ LONG GUN SALE AUTHORIZATION NUMBER(S): [REDACTED]NAME: 902a Nancy Jean DATE OF BIRTH: 09/06/60  
LIST FIRST MIDDLE MM/DD/YYYYRESIDENTIAL ADDRESS: 36 Yogananda Street Sandy Hook CT 06482  
(POST OFFICE BOXES NOT ACCEPTED) NUMBER STREET TOWN STATE ZIPSEX: F RACE: W HEIGHT: 5'5 WEIGHT: 128 EYE COLOR: Green HAIR COLOR: BrownSOCIAL SECURITY #: \_\_\_\_\_ COUNTRY OF CITIZENSHIP: USA INS #: \_\_\_\_\_  
OPTIONAL REQUIRED IF APPLICABLEPISTOL PERMIT/ELIGIBILITY CERTIFICATE #: 987129 EXPIRATION DATE: 10/05/15  
MM/DD/YYYY

POLICE IDENTIFICATION #: \_\_\_\_\_ AGENCY NAME: \_\_\_\_\_

DRIVERS LICENSE #: [REDACTED] STATE: CT EXPIRATION DATE: [REDACTED]  
REQUIRED MM/DD/YYYYHUNTING LICENSE #: \_\_\_\_\_  
LONG GUNS ONLY

- a. Have you ever been convicted in any court of a felony? ☐ Yes ☒ No
- b. Have you been convicted in any court of a misdemeanor crime of domestic/family violence? ☐ Yes ☒ No
- c. Are you now the subject of a restraining or protective order issued by a court, after notice and an opportunity to be heard has been provided to you, in a case involving the use, attempted use or threatened use of physical force against another person? ☐ Yes ☒ No
- d. Have you ever been confined in a hospital for a mental illness within the past twelve (12) months by order of a probate court? ☐ Yes ☒ No
- e. Have you been discharged from custody within the past twenty (20) years after having been found not guilty of a crime by reason of mental disease or defect? ☐ Yes ☒ No
- f. Are you the subject of a court issued seizure order (risk warrant) per CGS 29-38c? ☐ Yes ☒ No

Information provided on this application is subject to verification from sources including probate, civil, and criminal courts as well as governmental agencies pursuant to State and Federal Law, e.g., P.A. 98-129 (An Act Concerning Handgun Safety) and 18 USC 922 (The Brady Act), as may be amended.

I CERTIFY THAT THE ABOVE ANSWERS ARE TRUE AND CORRECT. I UNDERSTAND THAT PROVIDING FALSE INFORMATION ON THIS DOCUMENT IS A VIOLATION OF SECTION 29-34 AND/OR 29-37e OF THE CONNECTICUT GENERAL STATUTES AND CONSTITUTES A CLASS D FELONY.

Nancy J. Jean  
SIGNATURE OF PURCHASER

3/16/2011  
DATE

I UNDERSTAND THAT A PERSON WHO ANSWERS "YES" TO ANY OF THE ABOVE QUESTIONS IS PROHIBITED FROM PURCHASING A FIREARM.

[Signature]  
SIGNATURE OF SALESPERSON

Riverview Sales  
4 Prospect Hill Rd.  
East Windsor, CT 06088  
DEALER NAME IF APPLICABLE

3-16-2011  
DATE

DPS-67-C (Revised 08/03) Previous editions are obsolete

THIS FORM MUST BE FILLED OUT COMPLETELY AND LEGIBLY BY THE SELLER AND PURCHASER

PHONE # [REDACTED]

8

NO. FBT CV 15 6048103 S : SUPERIOR COURT

DONNA L. SOTO, ADMINISTRATRIX  
OF THE ESTATE OF  
VICTORIA L. SOTO, ET AL : JUDICIAL DISTRICT OF FAIRFIELD

V. : AT BRIDGEPORT

BUSHMASTER FIREARMS  
INTERNATIONAL, LLC, a/k/a, ET AL : APRIL 15, 2016

**NOTICE OF DEPOSITION OF  
REMINGTON ARMS COMPANY, LLC'S CORPORATE DESIGNEE  
CONCERNING SAFETY POLICIES AND PRACTICES**

PLEASE TAKE NOTICE that, pursuant to Practice Book §13-27(h), the plaintiffs in the above-captioned matter request that the DEFENDANT REMINGTON ARMS COMPANY, LLC ("the Company"), identify and produce for videotaped deposition the person most knowledgeable to testify for it on the topics listed below on WEDNESDAY, MAY 4, 2016, at 10:00 AM at the law offices of KOSKOFF KOSKOFF & BIEDER, 350 FAIRFIELD AVENUE, BRIDGEPORT, CT before a notary or other competent authority. The Company is hereby defined to include any and all predecessor entities to the Company, and/or aliases of the Company.

Please be advised that this Notice of Deposition and Request for Production of Documents uses and incorporates the definitions sets forth in Practice Book Section 13-1.

The topics for testimony for the designee(s) of the Company are as follows:

1. The Company's present and historical policies and/or practices, including those in writing, if any, concerning safe sale of firearms, the safety of users of firearms, and/or the protection of the public from the unlawful use of firearms, at the current time and at any time since the inception of the Company;
2. The identity of the persons at the Company responsible for determining, and/or writing and/or ensuring the implementation of these policies and practices until now.

FURTHER, pursuant to Practice Book Section 13-27(g), the plaintiffs request that the designee(s) produce at such deposition the following:

- A. Documents concerning the Company's present and historical policies and practices concerning safe sale of firearms, the safety of users of firearms, and the protection of the public from the unlawful use of firearms from the inception of the Company until the present day.

**THE PLAINTIFFS,**

By



**JOSHUA D. KOSKOFF**

**ALINOR C. STERLING**

**KATHERINE MESNER-HAGE**

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**KOSKOFF KOSKOFF & BIEDER**

**350 FAIRFIELD AVENUE**

**BRIDGEPORT, CT 06604**

**PHONE: (203) 336-4421**

**FAX: (203) 368-3244**

**JURIS #32250**

## CERTIFICATION

This is to certify that a copy of the foregoing has been mailed, postage prepaid, and emailed this day to all counsel of record, to wit:

*For Bushmaster Firearms International LLC, a/k/a;  
Freedom Group, Inc., a/k/a;  
Bushmaster Firearms, a/k/a;  
Bushmaster Firearms, Inc., a/k/a;  
Bushmaster Holdings, Inc., a/k/a  
Remington Arms Company, LLC, a/k/a;  
Remington Outdoor Company, Inc., a/k/a*

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*For Camfour, Inc.;*  
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**JOSHUA D. KOSKOFF**  
**ALINOR C. STERLING**